

Exhibit B

Patent License Agreement

This Patent License Agreement ("PLA") is entered into on this 30th day of March, 2006 by and between Intersil Corporation ("Intersil") and Fairchild Semiconductor Corporation ("Fairchild") (collectively, the "Parties"). The PLA is intended to supplement and, to the extent inconsistent, supersede rights conveyed under an Asset Purchase Agreement between the Parties dated January 20, 2001, including the Intellectual Property Assignment and License Agreement thereunder (all as thereafter amended and collectively, the "APA").

1. Consideration

The additional consideration to be paid and/or granted by Fairchild:

1.1 A one time lump sum payment of One Million Five Hundred Thousand Dollars (\$1,500,000.00) by March 31, 2006;

1.2 Fifty percent of any Net Proceeds to Fairchild as a result of any claims or causes of action asserted against Power Integrations, Incorporated, including its parents, subsidiaries and consolidated entities (any or all of which, "POWI") as a result of enforcement of United States Patent No. 4,823,173 and/or United States Patent No. 5,264,719, including any and all re-examinations, reissues or certificates of correction relating to such patents (collectively, the "Patents"). "Net Proceeds" means the amount of cash, if any, received by Fairchild pursuant to any judgment against, settlement or license agreement with POWI, after deduction of (i) all costs and reasonable attorneys' fees related to enforcement of the Patents and (ii) the consideration paid under paragraph 1.1 of this PLA to Intersil. All other remedies and benefits obtained shall be retained by Fairchild.

1.3 Subject to paragraph 1.2 above, Fairchild shall have the sole right to collect all monetary damages, past, current and future, all non-monetary compensation arising from direct infringement, contributory infringement or inducement of infringement (collectively "Infringement") of the Patents by POWI. Intersil hereby assigns, conveys and transfers to Fairchild the right to recovery from POWI monetary damages for Infringement, including all damages for past infringement accruing prior to the date of this PLA.

**REDACTED, CONFIDENTIAL JOINT DEFENSE
PRIVILEGE**

2.2 Fairchild agrees that it will not enter into any settlement agreement, consent judgment, agreed judgment, covenant not to sue or any other agreement with POWI that will adversely affect the Patents' enforceability, validity or the scope of any Patent's claim without the consent of Intersil. Further, Fairchild shall not, absent the express written consent of Intersil, have the right to grant to any third party, including POWI, the right to sublicense the Patents. Intersil and Fairchild will attempt to reach an agreement on standard language to be included in any such agreement that, if included without nullifying or inconsistent language, will eliminate the requirement for additional consent from Intersil.

3. **Additional Rights Granted Fairchild**

3.1 In addition to the rights granted to Fairchild under the APA, Intersil grants to Fairchild the sole and exclusive right, exclusive even as to Intersil, to enforce the Patents against POWI, to assert, litigate and prosecute claims of Infringement under the Patents against POWI, including without limitation in any U.S. federal court or before the International Trade Commission, and to seek all equitable, injunctive, monetary and other relief and to collect for later distribution under Paragraph 1.2 any and all past damages in connection with Infringement of the Patents by POWI, and to settle and compromise any disputes with POWI related to the Patents. Except as provided herein, the Parties agree that only Fairchild shall have the authority to threaten, commence, maintain or settle any claim, suit or proceeding based upon Infringement of the Patents (or other trespass or similar action relating to the Patents and the inventions therein claimed) by POWI.

3.2 Fairchild's rights to make, use and sell products under the APA are not expanded in any way by this PLA.

**REDACTED, CONFIDENTIAL JOINT DEFENSE
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3.6 Intersil will not license or assign any rights under the Patents to POWI without the prior consent of Fairchild. Any such attempt shall be null and void *ab initio*. Any license or assignment of rights by Intersil under the Patents to any third party, licensee or foundry executed after the effective date of this PLA shall be subject to the terms and conditions of this PLA and the APA and shall expressly exclude from its scope any rights to the Patents in favor of POWI and shall prevent such party from sub-licensing, assigning or otherwise granting any rights or protection under the Patents to POWI.

**REDACTED, CONFIDENTIAL JOINT DEFENSE
PRIVILEGE**

5. **Confidentiality**

The terms and conditions of this PLA, all communications, discussions and correspondence relating to this PLA, and all actions taken in performance of the PLA, shall be "Common Interest Information" covered by the Joint Defense and Confidentiality Agreement between the Parties, dated March 12, 2001, and shall be maintained in strict confidence in accordance with such Joint Defense and Confidentiality Agreement. This PLA amends and supplements the APA, including the Intellectual Property Assignment and License Agreement, and the provisions of the Intellectual Property Assignment and License Agreement, for example Section 26 (Governing Law) and Section 29 (Severability), are hereby incorporated by reference.

The parties have duly executed this Agreement as of the date first above written.


INTERSIL CORPORATION

By: _____

Name: _____

Title: _____

FAIRCHILD SEMICONDUCTOR CORPORATION

By:  _____

Name: Robert J. Conrad

Title: Senior Vice President – Analog Products

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The parties have duly executed this Agreement as of the date first above written.

INTERSIL CORPORATION

By: Douglas A. Balog
Name: DOUGLAS A. BALOG
Title: ASST. SECRETARY

FAIRCHILD SEMICONDUCTOR CORPORATION

By: _____
Name: Robert J. Conrad
Title: Senior Vice President - Analog Products